

ST. PETERSBURG COLLEGE
INVITATION TO BID NO. SPC PROJECT #265-W-18-1
Boiler Replacement, Epi-Center

THIS IS NOT AN ORDER

DATE ISSUED *April 24rd, 2018*

TO BE OPENED PUBLICLY AT 11:00 A.M.
Wednesday, May 23rd, 2018

GENERAL SPECIFICATIONS

1. SEALED BIDS: **Must** be in the Facilities Department by the date and time specified. Bids may be **hand delivered to** the Facilities Department, St. Petersburg College Services Building-Epicenter, 14025 58th Street North, Clearwater, Florida 33760-3768 **or mailed to** the Director of Facilities Services, St. Petersburg College, P. O. Box 13489, St. Petersburg, Florida 33733-3489. **If you use an express (overnight) delivery service, do not use the Post Office Box. Direct your delivery to the street address above.** *St. Petersburg College accepts no responsibility for late or misdirected mail deliveries.*

2. RESPONSE ENVELOPES: The envelope containing your bid response should contain the following information prominently on the front:

Invitation to Bid for Boiler Replacement, Epi-Center
Bid No. SPC Project # 265-W-18-1
Due: 11:00 A.M., Wednesday, May 23rd, 2018

3. PREPARATION OF BIDS:

A. All information shall be entered in ink or typewritten or produced by computer. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. St. Petersburg College will not be responsible for errors or omissions made by the vendor in determining the bid price to the College.

B. Corrections and/or modifications received after the due date and time specified will not be accepted.

C. It is mandatory that all bids are manually signed by an authorized officer or employee of the vendor.

4. PRE-BID MEETING: Mandatory pre-bid meeting will be held on May 8th at 9:00 AM, at the Epi-Center, Tech building, room # 1-450, located at 13805 58th Street, Clearwater, FL 33760, located in the southeast corner of the Epi-Tech campus. **Attendance to the Pre-bid meeting is mandatory.**

5. SUBSTITUTIONS: Attention is called to the fact this project requires Prior Approval for Substitution Requests.

6. AWARD: A decision by the College regarding a bid award will be made after determining what is the lowest price and in the best interest of the students of the College. The right is reserved by the College to reject any or all bids and to waive any technicalities or informalities in bids received. **The College reserves the right at any time, including before or after the notice of an award, to withdraw this Invitation to Bid if so doing is deemed to be in the best interest of the College.**

7. BID REJECTION: No bid shall be considered if the bidder fails to comply with the terms and conditions of the bid form, or the procedure for submitting bids as authorized in official advertisement and other documents pertaining to the bidding as authorized by the Board of Trustees or its designee.

8. QUALIFICATION OF BIDDER: In order to be qualified to bid, all bidders must meet minimum qualifications as detailed in Contractors Qualification Statement on page 15. Verification of the qualifications and subsequent bid rejection based on insufficient qualifications shall be made at the sole discretion of the owner.

9. PROTEST: Specifications—With respect to a protest of the specifications, contained in an invitation to bid or in a request for proposal, the notice of protest shall be filed in writing within 72 hours after receipt of specifications. Failure to file a protest within the time prescribed in § 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

10. PROTEST: Intended Decision- A notice of the staff recommendation for an intended decision for an award will be electronically posted on the Purchasing Department web site @ <https://web.spcollege.edu/purchasing/>. Any protest concerning the intended award must be filed in writing within 72 hours following notice of the College intended decision concerning selection of the successful vendor. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

11. CHANGES OR MODIFICATIONS TO THE SPECIFICATIONS OR CONDITIONS: Any changes to the specifications or conditions herein shall be in the form of a written addendum issued by the Facilities Services Department. Any oral statement or representation by any representative of the College, changing or supplementing the Invitation to Bid or any condition thereof, is unauthorized and may not be relied upon. An addendum is incorporated into the specifications and/or conditions as of the date of issue.

12. QUESTIONS: If you have questions about the terms, conditions and/or specifications email them to Diana Wright, Director of Facilities Services at wright.diana@spcollege.edu.

13. ADDENDA: In the case of a project related question an addenda will be mailed or delivered to all who are known by the Owner to have received a complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose. No addenda will be issued later than two (2) business days prior to the date for receipt of Bids. Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in his Bid.

14. CLARIFICATION'S: The College reserves the right to request clarification of information submitted and to request additional information of one or more bidders if needed.

15. SCHEDULE: A concerted effort shall be made and adhered to coordinate and schedule all work to be done involving the various trades, both contracted and by the Owner's own forces. The purpose of which shall be to minimize the length of time any one spaces(s) will be under renovation or construction.

St. Petersburg College desires to proceed, as quickly as possible after bid opening, to issue a Purchase Order for this Project. SPC expects the Contractor to provide the boiler(s) shop drawings, etc. within fifteen (15) days following receipt of the official purchase order. Once the boiler submittal(s) are "approved," or "approved as noted" by the engineer there shall be a Direct Purchase Agreement to allow SPC to purchase the boiler(s) and save sales tax. Because the Contractor has an option, to delay commencement of work on site, until August 2018, the Contractor shall coordinate with, the boiler manufacturer, such that the boiler(s) are stored under covered overhead space at all times. The Contractor shall submit for permit to appropriate State Officials within ten (10) days following receipt of the official purchase order;

16. TIME OF COMPLETION: Notwithstanding any delay in the preparation and execution of the formal contract agreement, each bidder shall be prepared, upon issuance of purchase order, to provide boiler(s) submittals within fifteen (15) days following receipt of this official purchase order.

All of the work shall be substantially completed no later than October 12th, 2018.

Overtime cost to perform any work after regular hours or on Saturdays, Sundays, or legal holidays, made necessary to meet the required time schedule or as required to work around class schedules and to ensure that classes are not disrupted or disturbed, shall be at the expense of the Contractor(s) and/or sub-contractor(s) even though he is specifically directed by the Owner's Representative to proceed with such work.

It is hereby understood and mutually agreed, that the contract time as stipulated by the Bid Documents or as established by the Contractor in his schedule constitutes a reasonable time period in which to complete the work and achieve a state of substantial completion, final completion and Owner occupancy for the project, and that, at the end of such time, the entire project shall be completed and ready for unrestricted occupancy and use by Owner.

17. SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES: Shop drawings, product data and samples shall be dated and contain: name of project, description or names of equipment, materials and items, and complete identification of locations at which materials or equipment are to be installed. Product data and shop drawings shall be highlighted and referenced back to the applicable specification section for ease of review. Contractor shall verify and coordinate the information contained within such submittals with the requirements of the work and of the Contract Documents. The shop drawings shall be reviewed by the Mechanical Engineer and Owner. Failure to do any of the above shall result in rejection of the product data, shop drawing, and sample with no action taken, and resubmittal will be required. Delays resulting from improper submitting or rejection of shop drawings, product data, and samples shall not constitute a delay in this project. **Contractor must clearly note and call attention to any item or part of an item that does not conform to the plans and specifications.**

The contractor shall be fully responsible for any and all damage to property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, irrigation system, television cable system, telephone cable system, fiber optic system, computer network system, fire alarm system, emergency lighting system and emergency generating system and utilities not designated for removal or replacement in the course of construction, whether or not it was shown on drawings or whether or not it was identified and located by college personnel or the architect.

18. PERMITS: All work must comply with the Florida Building Code and/or National Electric Code. All work is to be permitted through the St. Petersburg College Building Code Official, except the special boiler permit, which the Contractor must apply and pay for directly from State of Florida. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the contract.

19. FIRM BIDS: Any bid may be withdrawn until the date and time set for the submission of the bids. Any bid not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to sell the College the products set forth in these specifications, or until one or more of the other bids have been awarded.

20. ASSIGNMENTS: The successful vendor shall not assign any interest in the bid and/or contract and shall not transfer any interest in the same without prior written consent of the College.

21. SCHEDULED PAYMENTS: Partial payment request will be granted approximate the end of each month after issuance of official purchase order. Material appropriately stored on site, requires a copy of invoice to support delivery and cost. Total of stored material and work in place subject to 10% retainage withholding. Contractor to provide to Owner within 15 days of receipt of official purchase order; a typical Construction Schedule of Values, broken down into individual trades and further breakdown as reasonably necessary.

22. TAXES: The College is exempt from the payment of Florida Sales Tax or Federal Excise tax. The College's Florida State Sales Tax Exemption Number is 85-8012557340C-2.

23. PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/bid on a contract to provide any goods or services to a public entity (the College is a political subdivision of the State of Florida), may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

24. LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the College by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and a lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof. The laws of the State of Florida shall govern any contract resulting from this Bid.

25. DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a

Contractor, supplier, subcontractor, or consultant under any contract with any public entity, and may not transact business with any public entity.

26. PREFERENCE (IN THE CASE OF TIE BIDS): must be given to vendors submitting a certification with their bid/bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State of Florida.

27. CONFLICT OF INTEREST: Any award hereunder is subject to Chapter 112, Florida Statutes, regarding conflict of interest. All vendors submitting a bid/proposal must disclose the name of any officer, director, trustee, or agent who is also an employee of the State of Florida or any of its agencies or political subdivisions (the College is a political subdivision of the State). All vendors submitting a bid/proposal must disclose the name of any College employee who owns, directly or indirectly, an interest in 5% or more in the vendor's firm or any of its branches or dealerships. In accordance with Section 112.313(3), Florida Statutes, no College officer or employee acting in a private capacity may rent, lease, or sell any realty, goods or services to the College, unless the transaction is otherwise exempted under Section 112.313(12), Florida Statutes. Therefore, any vendor who is a College employee or who has an interest in the vendor's firm, and the transaction is not otherwise exempted, cannot contract with the College to provide the services set forth in this ITB.

28. COLLUSION/DISCLOSURE: *The Proposer, by affixing his/her signature to a bid/proposal submitted in response to this ITB, agrees to the following: "(name of vendor) certifies that his/her bid/proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid/proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action." Additionally, the Proposer, by affixing his/her signature to this ITB, agrees to the following: "No member of my firm's ownership, management or staff has a vested interest in any aspect or department of the College. If you cannot agree with these statements do not submit a bid/proposal.*

29. EQUAL OPPORTUNITY/EQUAL ACCESS: All work on this project will be carried out in compliance with the College's commitment to the concept of equal opportunity; that is, there will be no discrimination on the basis of race, color, religion, sex, age national origin, marital status, or against any qualified person with a disability. Recognizing that sexual harassment constitutes discrimination on the basis of sex, the College shall not tolerate such conduct.

30. SCHEDULE OF ITEMS REQUIRED PRIOR TO FINAL PAYMENT: Upon completion of the Work under this Contract and before final payment will be issued; the Contractor shall deliver to the Owner the following:

1. Preparation of punch list by Contractor.

Contractor, along with his subcontractors, shall make an inspection of the site and prepare his own punch list of all items to be corrected and completed.

2. Correction of each punch list item by Contractor.
3. Preparation of final punch list by Contractor.
 - a. When contractor considers work has reached completion, has corrected and completed work on original punch list and has prepared his own final punch list, contractor shall submit written certification that contract documents have been reviewed, work has been inspected, and that work is complete in accordance with contract documents and is ready for engineer and owner inspection.
 - b. The contractor shall notify the owner a minimum of seventy-two (72) hours prior to date requesting inspection.
4. Inspection of all corrective items by Contractor, Engineer and Owner together and to establish substantial completion.
5. Final inspection of all punch list items identified during substantial completion inspection.
6. Complete set of "Record" drawings shall be provided electronically on CD, as well as three (3) hard copies, upon contract completion.
7. Submit Operations and Maintenance manuals for equipment included in the contract.
 - a. The contractor shall provide with the Operations and Maintenance manuals, a directory listing names, addresses and telephone numbers of architect, engineers and contractor.
 - b. The operation and maintenance manual shall be arranged by specification division and section(s). For each specification division and section(s), give names, addresses and telephone numbers of subcontractors and suppliers.
 - c. The manual shall at minimum contain:
 1. Appropriate design criteria
 2. List of equipment

3. Parts list
 4. Operating instructions
 5. Maintenance instructions, equipment
 6. Maintenance instructions finish
 7. Shop drawings and product data
 8. Warranties
8. Operator Instructions: Require each installer of systems, requiring continued operation maintenance by owner's operating personnel, to provide on location instruction to owner's personnel sufficient to ensure safe, secure official non-failing utilization and operation of systems.

The engineer and owner shall be informed of specific arranged time for operator instructions and shall have the option to attend.

31. CLEANING: Volatile waste shall be stored in covered metal containers, and removed from the premises daily. Clean-up and disposal operations shall be conducted to comply with local ordinances and Anti-Pollution Laws. Burning or burying of rubbish and waste on the Site is not permitted. Disposal of volatile fluid waste in storm or sanitary sewer systems, or into streams or waterways is not permitted. Hazardous materials shall be stored and disposed of only as permitted by law and shall be properly and legally removed from the premises prior to the completion of the Contract.

CLEANING DURING CONSTRUCTION:

- A. The Contractor shall oversee cleaning by the various trades under his privity and ensure that the building and grounds are maintained free from accumulations of waste materials. The premises shall be kept free from the accumulation of waste materials or rubbish at all times, which may require daily cleaning.
- B. The Contractor shall provide suitable containers on the Site for collection of waste materials and rubbish. Such containers shall be emptied at regular intervals and the waste disposed of in a legal manner.
- C. The Contractor shall not, in any case, use the Owner's non-construction trash facilities.

FINAL CLEANING:

- A. At completion of the Project, and just prior to Final Acceptance, the Contractor and Owner shall conduct an inspection of the entire Project. Prior to conducting this inspection the Contractor shall clean, or re-clean, entire areas exposed to view to normal level for "first class" maintenance/cleaning of building projects of a similar nature, as needed to produce a "clean" condition as judged by the Owner. The Contractor shall at minimum:
1. Remove grease, dust, dirt, stains, temporary labels, fingerprints, non-permanent protection and other foreign materials from interior and exterior surface.
 2. Repair, patch, and touch-up marred surfaces to match adjacent finishes.
 3. Broom clean paved surfaces, clean and rake site, polish glass and clean other exposed site finishes.
 4. Clean equipment and fixtures to a sanitary condition.
- B. The Contractor shall maintain cleaning of his Work until the Project is occupied by the Owner.
- C. The Contractor shall remove all his waste materials and rubbish from and about the project as well as all tools, construction equipment, machinery and surplus materials.

**ST. PETERSBURG COLLEGE
INVITATION TO BID NO. SPC #265-W-18-1
Boiler Replacement, Epi-Center**

Boiler Replacement SPECIFICATIONS

Section I. Purpose of Bid

This is a bid solicitation to provide all labor and materials for project #265-W-18-1 titled Boiler Replacement, Epi-Tech.

A. The Boiler Replacement, Epi-Center shall consist of, but not be limited to:

1. All items, of all trades and equipment as indicated in the Drawings and Specifications for project #265-W-18-1 as related to Boiler Replacement, Epi-Center, except Test & Balance (by Owner).

B. GENERAL CONDITIONS:

1. The Bidder is required, before submitting his Proposal to visit the Site and familiarize himself with the nature and extent of the Work and any existing conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. He is also required to examine carefully the Drawings and Specifications and other Contract Documents, to inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract; and that he is familiar and has included consideration for all federal, state, and local regulations which may affect the work. Ignorance on the part of the Bidder will in no way relieve him of the obligation and responsibilities assumed under the Contract.

2. The Contractor shall give his work adequate personal supervision. Shall keep a competent foremen constantly on the site from the commencement of his work until the completion thereof.

3. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the contract.

4. The contractor shall notify St. Petersburg College when any hazardous material is anticipated to be or is actually brought onto the site. Disposal records as required by state or federal regulations shall be properly filled out and a copy is to be provided to St. Petersburg College. The contractor shall provide St. Petersburg College with all Material Safety Data Sheets (MSDS).

The successful contractor shall supply the college with certificate(s) of insurance evidencing coverage during the period the vendor is providing services per the following:

ST PETERSBURG COLLEGE
INSURANCE REQUIREMENTS

PLEASE PROVIDE TO YOUR INSURANCE CARRIER

The successful vendor shall supply the college with certificate(s) of insurance evidencing coverage during the period the vendor is providing services per the following:

INSURANCE SCHEDULE

Type of Policy Limits

Workers Compensation/Employers Liability

Statutory/
If claiming exemption from workers' comp requirements, proof of exemption or signed declaration must be provided.

Commercial General Liability
to include Products/Completed Operations; Bodily Injury; Broad Form Property Damage; Contractual Liability and Independent Contractors (if applicable)

1,000,000 per occurrence

Automobile Liability to include all vehicles owned, leased, hired, non-owned and employee non-owned vehicles. Individual contractors and subcontractors will be required to show personal automobile liability in the absence of corporate coverage

Certificate showing proof of coverage

Additional Requirements

Provide INSTLATION RIDER

The Board of Trustees, St. Petersburg College shall be named as additional insured with regard to General Liability coverage. (A copy of the endorsement should be provided).

All coverage/certificate(s) to be in effect during the time the vendor is installing the equipment or providing a service on owner's premises and must be provided to Risk Management prior to the date the contract is to begin.

Certificate(s) of insurance shall be executed on a standard ACCORD form **and signed** with the Certificate Holder listed as follows:

Board of Trustees
St. Petersburg College
14025 58th Street North
Clearwater FL 33760
11/08

32. All bidders are put on notice that this document SPC PROJECT # 265-W-18-1 for Boiler Replacement, Epi-Center, Tech building, and any Addenda thereto will be the basis for any purchase order that may arise as the result of this bid, and all terms and conditions of this bid are incorporated into any such purchase order.

33. Indemnification/Hold Harmless: The successful vendor shall indemnify, defend, and hold harmless the College, its officers, agents, and employees from any and all claims, demands, suits, actions, proceedings, losses, costs, and damages of every kind and description, including attorney's fees and/or litigation expenses, through appeal, which may be brought or made against or incurred on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, or mistake of successful vendor, its employees, agents, or representatives in connection with or incident to the performance of services or deliverables provided pursuant to this bid.

34. Governing Law/Jurisdiction: This Agreement and all transactions governed by this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to principles of conflicts of laws. In the event of any legal or equitable action arising from, growing out of or relate to this Agreement, the parties agree that the jurisdiction and venue of such action shall lie exclusively within the courts of record of the State of Florida located in Pinellas County, Florida, and the parties specifically waive any other jurisdiction and venue.

35. Right of Offset: The College shall be entitled to offset against any sums due the successful vendor for any expenses or costs incurred by the College, or damages assessed by the College concerning the successful contractor's non-conforming performance or failure to perform under the terms of the bid.

Common Problems that may Result in Bid Being Rejected

The following is a listing of some of the more common mistakes/problems that may result in Bid being rejected. This is only a partial listing therefore, the General Specifications and Technical Specifications should be thoroughly reviewed before submitting a bid.

- Failure to sign and notarize the bid.**
- Failure to fill out the bid in ink, typewriter or via computer.**
- Failure to initial price changes.**
- Taking exceptions.**
- Failure to meet the minimum requirements of the specifications.**
- Failure to provide all required information/documentation.**
- Failure to deliver the bid on time to the proper location.**
- Failure to sign and return all addenda which may have been issued.**
- Failure to answer all questions on Contractors Qualification Statement.**

ST. PETERSBURG COLLEGE
INVITATION TO BID NO. SPC PROJECT # 265-W-18-1
Boiler Replacement, Epi-Center

BID TENDER/CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned, having carefully read the general terms, conditions and specifications of Bid No. SPC Project # 265-W-18-1 for **Boiler Replacement, Epi-Center** hereby submits bid pricing for the described services as follows:

1. Base bid:

\$ _____

2. ALTERNATES

Bid Alternate Number One (1) **DELETE** Boiler #2 and all of Boiler #2 related construction.

DEDUCT \$ _____

Bid Alternate Number Two (2) **ADD** SPC EPI-TECH campus to the SPC TRANE ES control system.

ADD \$ _____

DATE: _____

FIRM NAME: _____

BY: _____

Authorized Signature

Printed/Typed Name of Signature

TITLE: _____

ADDRESS: _____

PHONE/FAX: _____

EMAIL ADDRESS: _____

ST. PETERSBURG COLLEGE
INVITATION TO BID NO. SPC PROJECT # 265-W-18-1
Boiler Replacement, Epi-Center

Bid Tender / Contractor's Qualification Statement

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter.

Submitted to: ST. PETERSBURG COLLEGE/Facilities Director
Bid No. SPC Project # 265-W-18-1

Submitted by: Name: _____ () Corporation
Address: _____ () Partnership
Principal Office: _____ () Individual
(Note: Attach separate sheets as required.) () Joint Venture
() Other

1. Your company has been in business 10 years or more. YES NO
2. Your company has performed at least 3 projects in the State of Florida in the last 5 years. YES NO
3. Your company has performed 3 successful boiler replacement projects in the last 5 years. YES NO
Not to include modifications performed to new chiller plants.

IF YES, PROVIDE NARRATIVE OF SCOPE OF WORK AND OWNER CONTACT INFORMATION FOR EACH PROJECT:

PROJECT #1

PROJECT #2

PROJECT #3

4. Your company, partners, or authorized officer have never failed to complete a contract. YES NO
5. Your company's main business is in mechanical systems. YES NO

36. ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his/her proposal with other bidders and has not colluded with any other bidders or parties to this invitation to bid whatsoever. (NOTE: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of this proposal and the removal from Bid Lists.)

Dated at _____ this _____ day of _____, 2018

Name of Company: _____

By: _____

(Authorized signature)

Printed Name of signer:

Title: _____

Telephone: _____ Fax: _____

NOTARIZATION

The foregoing Bid Tender-Contractor's Qualification Statement was Sworn to and subscribed before me this _____ day of _____, 2018. The individual signing before me is Personally Known _____ or produced appropriate identification: _____

Signature of Notary

Notary Public—State of _____

My Commission expires: _____

(Printed, typed or stamped commissioned
Name of notary public

37. DRUG FREE WORKPLACE CERTIFICATION: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the vendors submitting identical bids have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

Minority and Woman Owned Business Declaration

Bidder hereby declares that it is a Minority/Woman Owned Business Enterprise by virtue of the following:

Type of Business: Check applicable block(s)

- “African American”** includes persons having origins in any of the Black racial groups of Africa.

- “Hispanic American”** includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish cultures or origins, regardless of race.

- “Native American”** includes American Indians, Eskimos, Alaskan Indians, Aleuts and Native Hawaiians.

- “Asian-American”** includes persons whose origins are from Japan, China, Taiwan, Korea, Southeast Asia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and Northern Marianas.

- “American Woman-Owned Business Enterprise”**

- “Service-Disabled Veteran”**

Note: MBE and WBE are defined by Federal Register 49 CFR, Part 23, as a business firm which as at least fifty-one percent (51%) owned by minority or women group members, or in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by the minority or woman. The minority or woman ownership must exercise actual day to day management and control of the business.

Bidder:	
Certified by (name of Public Entity, if applicable)	
City:	County:
State:	Zip Code
Certificate Number:	
Attach copy	
Signature:	Date:

Minority and Woman Owned Businesses (M/WBE) shall complete this page, and return with their submittal

Statement of No Bid
SPC PROJECT # 265-W-18-1
Boiler Replacement, Epi-Center

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of bids to: St. Petersburg College, Facilities Department, P.O. Box 13489, St. Petersburg, Florida 33733-3489.

The undersigned declines to bid on the above referenced Invitation to Bid for the following reason(s):

- Specifications are too "restrictive." (please explain below)
- Unable to meet specifications
- Specifications were unclear. (please explain below)
- Insufficient time to respond
- We do not offer this type of service or equivalent
- Our schedule would not permit us to perform
- Other (please explain below)

REMARKS:

Company Name

Telephone

Signature

Fax

Email Address

Title

Typed or Printed Name

Address

City

State

Zip